

Agreement  
Between

CITY OF CAPE MAY, NEW JERSEY  
and  
PUBLIC WORKS  
and  
WATER AND SEWER EMPLOYEES

Represented by

LOCAL 2327  
UNITED AUTO WORKERS  
AFL-CIO

January 1, 2013 through December 31, 2016

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terms hereof and by conformance with the Constitution and laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authority, duties and responsibilities under R.S. 40A:1-1 et seq. and R.S. 11 or any other federal, state, county or local laws or ordinances.

### **ARTICLE 3 GRIEVANCE PROCEDURE**

#### **A. Purpose and Definition**

The purpose of the grievance procedure shall be to settle all grievances between the City and the Union and employees, as quickly as possible, so as to assure efficiency and promote employee morale.

1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee, group of employees, or shop steward who shall also be an employee, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the City, the term "grievance" as used herein means complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed beyond Step one herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond step 1 herein.

#### **B. Steps of the Grievance Procedure**

##### **Step One:**

1. An aggrieved employee shall institute action under the provisions hereof within ten (10) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally as soon as possible after the event or incident. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.

2. The supervisor will consult with the department head or other City representative appointed by the chief executive of the City or a designated representative and shall render a decision promptly within five (5) working days after receipt of the grievance.

##### **Step Two:**

1. In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the chief executive of the City or a designated

## **PREAMBLE**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Cape May, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "CITY", and Cape May Public Works and Water and Sewer Employees, Represented by Amalgamated Local 2327, United Auto Workers, AFL-CIO, hereinafter called "UNION" represents the complete and final understanding on all of the bargainable issues between the City and the Union.

## **ARTICLE 1 RECOGNITION**

In accordance with the "Certification of Representation" of the Public Employment Relations Commission dated October 21, 1991 (Docket No. RO-92-19), the City recognizes the Union as the exclusive collective negotiating agent for all employees covered in the aforementioned certification and more specifically all blue-collar employees including laborers-drivers, building maintenance, janitors, public works repairman, painters, street maintenance trash men, heavy equipment operators, equipment operators, street sweepers, operators-mechanics, plumbers, plant operators, carpenters, electricians, water meter repairer, meter readers, employed by the City of Cape May, but excluding all office clerical, professional, and craft employees, police, seasonal employees, all workers assigned to Convention Hall provided they do not engage in blue collar work, limited to building and grounds repairs and maintenance, construction, painting, carpentry work, and office and rest room cleaning, and moving furniture and equipment to and from Convention Hall, and supervisors within the meaning of the Act.

## **ARTICLE 2 MANAGEMENT RIGHTS**

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgment and discretion in connection therewith shall be limited only by the specific and express

representative. Such action must be taken within ten (10) working weekdays following the determination by the supervisor.

2. The chief executive of the City or a designated representative shall render a decision in writing within five (5) working days from the receipt of the complaint.

### **Step Three: Arbitration**

1. Either party may refer the matter to the Public Employment Relations Commission (PERC) within ten (10) working days after the determination of the chief executive of the City or a designated representative. An arbitrator shall be selected under the rules of PERC.

2. The arbitrator shall be bound and governed by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add, to modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement hereto.

3. The costs for the services of the arbitrator shall be borne equally by the City and the Union. Any additional costs shall be paid by the party incurring same.

4. The decision of the arbitrator pertaining to, and limited to, the interpretation of this Agreement shall be binding upon both parties.

5. The Arbitrator's award shall be in writing specifying reasons for such decision.

### **C. Union Representation in Grievance Procedure**

1. At the request of the aggrieved employee, the shop steward or local officer may participate in the grievance procedure at step one.

2. The business manager, the shop steward or local officer may participate in the grievance procedure at step two.

3. The business manager, shop steward, local officer, or international representative of the Union may participate in the grievance procedure at step three.

## **ARTICLE 4 SENIORITY**

A. The most senior employees shall be given preference in the selection of vacations provided there is no interference with the normal operations of the City.

B. For purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave, and longevity, seniority shall be defined as continuous employment with the City from date of hire.

C. For purpose of promotions or demotion, seniority shall be defined as length of service from the date of the employee's certification by Civil Service as a City employee.

D. For purpose of layoff, seniority shall be defined as the employee's length of service from his date of initial certification by Civil Service as a City employee.

E. The City shall utilize experience, ability, aptitude, qualification, attendance, physical condition, and the result of the Civil Service examination as the criteria for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned items are substantially equal, seniority shall have the deciding factor.

F. The City shall mail or hand deliver to the Union business representative at his office address to be supplied to the City by the Union, copies of all job opportunity bulletins, Civil Service test notifications and other correspondence, notices, or other materials forwarded to or received from Civil Service concerning job openings or opportunities within seventy-two (72) hours of receipt of transmittal of same.

G. Seniority shall be considered along with the ability, experience, skills, and past performance with respect to work assignments and job opportunities.

## ARTICLE 5 UNION REPRESENTATION

A. Accredited representatives of the Union may enter the City facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the Union decides to have its representative enter the City facilities or premises, it will request such permission from the chief executive of the City or a designated representative and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of the City government or normal duties of the employees. There shall be no Union business transacted nor meetings held on City time or property.

B. Two (2) shop stewards, one of whom shall be a Public Works Department employee and the other of whom shall be a Water & Sewer Utility employee, may be appointed or elected by members of the Union to represent the Union in grievances and other business with the City. In addition, one local officer may be appointed or elected by the union to assist the shop stewards or represent any member of the Union when their shop steward is unavailable.

C. Shop stewards and/or members of the negotiating committee shall suffer no loss of regular pay provided that the City schedules a meeting or conference during working hours. Shop stewards shall suffer no loss of regular pay when required to take time off to perform their duties as stewards. Each steward shall notify his supervisor prior to leaving the job.

D. On any occasion where a steward is required to take more than one hour off to perform said duties in any one day, he shall, within seventy-two (72) hours thereafter provide the chief executive of the City or a designated representative a written statement of how much time was utilized for said duties.

E. The Union shall advise the chief executive of the City in writing of the names and titles of all Union representatives each January and within seven (7) days following each change.

## ARTICLE 6 HOURS & OVERTIME

A. The normal working week shall consist of forty (40) hours per week inclusive of lunch, eight (8) hours per day from 7:30 a.m. until 3:30 p.m., five days a week, Monday through Friday. However, the normal workweek may be revised, with the agreement of the Union and the employees involved on a volunteer basis; provided that a schedule for beach cleaning, street sweeping and trash collection, as set forth in Appendix A, shall be considered part of the normal workweek and not subject to overtime pay except as set forth in Paragraph B below. During the period of May 15th through October 1st, the weekday work schedule may, at the option of the chief executive of the City or a designated representative, be revised to start at 7:00 a.m. and end at 3:00 p.m. with no afternoon 15 minute coffee break as set forth in section G below.

B. Employees shall be paid at the overtime rate of one and one-half (1 ½) time for hours "actually worked" in excess of forty (40) hours during any work period. For purposes of this section, hours "actually worked" shall mean those hours in which the employee is working, and specifically excludes sick leave and personal leave, but includes vacation leave, and lunch and coffee breaks that are part of the work schedule. Also notwithstanding the above, scheduled overtime on Sunday shall be paid at double time for hours actually worked. Such scheduled overtime on Sunday shall not be subject to the recall to duty provisions set forth in Article 6, paragraph D below. Sick time and personal time taken during a pay period shall not be considered time worked, and not counted toward the 40 hour overtime qualification calculation; provided, however, that time taken off as sick leave shall be considered hours worked for purposes of calculating overtime in the event of a holdover or recall to duty. Scheduled vacation and personal time shall be considered time worked for the purpose of overtime calculation.

C. Overtime shall be distributed as equitably as possible and all employees shall be expected to work a reasonable amount of overtime when requested by the City. Individual employees shall have the option to decline overtime opportunities, except in emergencies.

D. Recall to Duty. Employees called into work on their off-days or recalled to duty shall receive a minimum guarantee of four (4) hours compensation in accordance with Paragraph B of this Article 6 for all work performed under such circumstances, provided said recall duty is not contiguous with the employee's normal shift; however, the City shall have the right to assign other work should the emergency or other reason for the call-in be less than the four (4) hour call in time. The procedure for the recall shall be as set forth in Paragraph O of this Article 6.

E. The City shall provide, semi-annually, a written statement to the Union listing for each employee the number of hours worked and the amount of overtime pay received during the period since the last statement.

F. No employee shall be required to work more than one double shift during any one forty-eight (48) hour period.

G. For employees working the normal work schedule, there shall be a fifteen (15) minute coffee break at a reasonable time in the morning hours and a fifteen (15) minute coffee break at a reasonable time in the afternoon, except that there shall be no afternoon break when the City exercises its seasonal option to establish 7:00 a.m. until 3:00 p.m. work days, during which time the lunch break will be extended to forty-five (45) minutes. There shall also be a one-half (1/2) hour meal break and two (2) fifteen (15) minute coffee breaks for all other shifts outside of the normal work schedule.

H. An employee seniority list (made up of full time personnel) shall be used in the distribution of overtime and provided the employee asked to perform the work can perform the work. The supervisor shall start at the top of the list asking each employee if he desires to work the overtime until all available positions are filled. At that point, the next employee on the list will become the first employee asked when overtime is again available. When the entire list has been exhausted, the supervisor will again start at the top. A seniority list shall be updated every January and a copy thereof given to the Union.

I. The overtime provisions of this clause shall apply only to full-time permanent employees.

J. The City agrees to use City equipment operators, when available, to run heavy equipment (backhoe, loader, beach tractor).

K. If City Hall is closed due to a state of emergency as declared by the Federal, State, County or City, the employees who do not work will be paid for the time they could not work, not to exceed eight (8) hours. Those who do work will also be paid for the same hours as those who do not work plus an additional time and one-half (1 ½) for the hours worked. The prior grievance filed by the Union and/or affected employees regarding the pay for working on days that City Hall was closed due to Superstorm Sandy shall be resolved in accordance with the terms and conditions of this Paragraph.

L. When City employees covered by this Agreement are assigned to work with construction firms under contract to City for major construction projects, participating employees shall be paid at the overtime rate of one and one-half (1 ½) time.

M. By mutual agreement between any employee and department head, flexible hours of work may be permitted to accommodate occasional circumstances where it is to the benefit of the employee or City or both for work to be performed at times other than the regular schedule of work set forth in Paragraph A of this Article 6. Any such short term agreement for flexible hours that results in more or less work hours than those set forth in Paragraph A of this Article 6 on any given day, work week, or pay period shall be made up during the same calendar year; unless in the last two (2) weeks of the calendar year, in which case it shall be made up during the same or next pay period. For example, the City may request an employee to work additional hours on one day, with the employee agreeing to take the exact number of hours in time off on another day in the same or next pay period. Similarly, an employee may request a department head to permit hours off on one day by agreement to work the exact number of hours in addition to the regular work schedule on another day

in the same or next pay period. Use of such flexible hours shall not result in additional pay or loss of pay to any employee, nor shall any leave balances be increased or reduced.

N. When employees in the Water and Sewer Utility are assigned to additional work on holidays, Saturdays and Sundays to perform regular maintenance at the Cape May City Water Treatment Plant ("Additional Assignment"), they will be paid at a minimum of four hours of compensation pursuant to the requirements contained in Paragraph D of this Article 6. Also, since it will be treated as Recall to Duty overtime, rather than Scheduled Overtime, the overtime calculations regardless of whether worked on holidays, Saturdays or Sundays will be at the rate of one and one-half times (1 ½) the normal hourly rate. Employees will be scheduled to work the Additional Assignment on a rotational basis but shall have the flexibility to switch scheduled assignment with other Water and Sewer Utility employees with notice to the Superintendent of the Water and Sewer Utility. In the event the Additional Assignment cannot be worked by any of the employees it may be covered by the Superintendent of the Water and Sewer Utility. The exact times for the Additional Assignment shall remain flexible, provided that the services are performed between the hours of 6:00 a.m. and 2:00 p.m. on each of the required weekend days and holidays.

O. When there is a need for an employee to work past the scheduled shift for a specific reason that exists before the employee completes his or her shift, the supervisor of the applicable department shall first ask all qualified employees in that department if they will work beyond the scheduled shift to complete the required work. If none of the qualified employees agree to stay for the overtime assignment, the same work will be offered to the qualified employees of the other department within this Bargaining Unit, which request shall be made through the applicable supervisor. If none of the qualified employees of the other department accept the assignment, the work can be performed by the supervisor. All existing grievances filed by the Union and/or the affected employees shall be dismissed with prejudice.

## ARTICLE 7 HOLIDAYS

A. The following holidays shall be recognized:

New Year's Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	General Election Day
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independent Day	Christmas Day
Labor Day	Martin Luther King, Jr.'s Birthday

B. All employees who are scheduled to work on the recognized holidays noted in this Article shall be paid on the basis of one and one-half (1 ½) time for actual hours worked on the holiday, plus straight time for the first eight (8) hours of the day.

C. A holiday shall be granted to all employees whenever the same is declared by proclamation of the President, the Governor or the County Board of Chosen Freeholders, provided the City Council accepts the holiday by proper resolution.

D. For employees working a five (5) weekday week (Monday through Friday), holidays which fall on Saturday will be celebrated on the preceding Friday; Holidays which fall on Sunday will be celebrated on the following Monday. For employees working other than a five (5) weekday work week as described above, holidays will be celebrated on the day on which they actually fall.

E. All requests for additional leave, including personal leave and vacation leave, immediately prior to or immediately following any of the fourteen (14) holidays listed in Paragraph A of this Article 7 shall, except in cases of emergency, be made at least five (5) working days in advance.

F. All holidays start as of 12:01 a.m. on the designated day and compensation will be as set forth in Paragraph B of this Article 7. Employees shall be paid two and one-half (2 ½) time for all hours actually worked in excess of eight (8) hours on holidays recognized in Paragraph A of this Article 7.

## ARTICLE 8 VACATIONS

A. Annual vacation leave with pay shall be earned at the rate of eight (8) hours (one working day) of vacation for each month of service during the remainder of the calendar year following the date of hire to a maximum of ninety-six (96) hours (twelve (12) working days) of paid vacation during the first year of employment.

1. Only for those employees hired on a full time basis prior to January 1, 1985, vacations shall be earned as follows: after one year of service through five years of service, twelve (12) working days per year; six years of service through twelve years of service, fifteen (15) working days per year; thirteen years of service through nineteen years of service, twenty (20) working days per year. After twenty years of service, twenty-five (25) working days per year.

2. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

3. For all employees hired after January 1, 1985, annual vacation leave with pay after one year of service shall be ninety-six (96) hours (twelve (12) working days) plus eight (8) hours (one working day) for every two (2) years of service with a maximum of twenty-five (25) days.

4. For employees hired on or after January 1, 2010, the vacation hours and days for 20th year and over shall be one hundred seventy-six (176) hours and twenty-two (22) days.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the chief executive of the City or a designated representative unless the chief executive of the City or a designated representative determines that it cannot be taken because of

pressure of work. Any unused vacation time may be carried forward into the next succeeding year only.

C. If a vacation request, submitted in writing by the employee on the form supplied by the City, is denied in writing by chief executive of the City or a designated representative because of the pressure of work, the employee shall not lose the vacation days denied and may request that the unused vacation time be carried forward into the next succeeding year or that the unused vacation time so denied be converted into pay at the employee's prevailing rate.

D. Personal Days: All employees covered under this Agreement shall be allowed three (3) days of personal leave with pay annually, not deducted from sick leave, subject to the following:

1. Temporary employees and part-time employees are not eligible for this benefit.
2. Such leave shall not accumulate from year to year.

## **ARTICLE 9 HEALTH BENEFITS**

A. The City shall continue to provide and maintain group health benefits coverage and dependent coverage for all permanent full time employees beginning on the first of the month following sixty days of employment, as presently offered through the New Jersey State Health Benefits Plan (SHBP).

B. The City shall have the right to change health benefits carriers so long as the change in carriers has no appreciable effect on the level of benefits.

C. The City shall provide disability leave protection after a fourteen (14) day waiting period (sickness and accident) after which the employee will receive up to seventy (70%) percent of lost earnings up to the weekly benefit amount established by the State of New Jersey for twenty-six (26) weeks.

D. Upon retirement after 25 years of service to the City (or 27 years of service to the City for employees hired on or after January 1, 2010), the City will pay the entire cost of health benefit coverages available for retirees at the time of retirement to supplement Medicare or any other health benefits to which the retiring employee may be entitled for the lifetime of the retiring employee and the employee's spouse at the time of retirement. The health plan for retirees shall reflect a lifetime limit as provided for under the specific health plan selected by the retiree.

E. During the term of this Agreement, the City may offer alternative health plans to the Union other than those specified in Article 9.A. Subject to Article 9.B, the Union must approve any alternative health plan in writing before it will be available to all Union members on a uniform basis. Any agreement between the City and an employee regarding a Union approved alternative health plan will be authorized in writing. No employee shall be required to accept such alternative health plans.

F. All employees will continue to have their existing health insurance plan paid by the City through the SHBP. For employees hired before January 1, 2010, employees will be permitted to retain the option presently chosen without any additional contribution. Employees hired on or after January 1, 2010 shall be permitted to accept the Direct 15 option with no additional contribution, but may be permitted to select an option other than Direct 15, provided that if there are additional costs they will be paid by the employee. Such additional costs may be reimbursed through the City's Flex Care Program. All plans provided by the City shall be without a prescription drug program, but will include prescription reimbursement under the plan's deductible and co-insurance limits (the "SHBP w/o Prescription"). In the event the options available under the SHBP change, the City shall designate the option that is most comparable to Direct 15 as the option that will continue to be offered at no charge to the employees.

G. Employees who are entitled to and who elect to "cash out" their health insurance benefits, and subject to limits imposed by State law, will receive the lesser of fifty (50%) percent of the Direct 15 up to Five Thousand (\$5,000.00) Dollars or the State prescribed maximum amount (a) with Flex Care if mandatory or (b) without Flex Care if optional. Except for City employees who are married to each other prior to January 1, 2010, if both a husband and wife are City employees, only one of them will be offered a health insurance plan and there will be no right for the other to "cash out". To the extent P.L. 2010, Ch. 2, supersedes the provisions of this Paragraph G, notwithstanding that the effective date of this Agreement is prior to May 21, 2010, the provisions of P.L. 2010, Ch. 2, shall supersede this section.

H. The City also provides a Flex Care Program, to those qualified employees. This program is shown in Appendix "B". Qualified employees shall provide receipts for items covered under this program.

I. All employees, except those who elect to cash out under Paragraph G of this Article 9, shall be required to contribute to the cost of health benefits. The contribution shall be based upon the following:

Up to \$30,000.00	None
\$30,000.00 but less than \$50,000.00	½%
\$50,000.00 but less than \$70,000.00	1%
\$70,000.00 or more	1½%

These percentages shall be for all wages earned including stipends (but excluding longevity, overtime, clothing allowances and expense reimbursements) and are not marginal rates. For example, if an employee is scheduled to earn Forty Nine Thousand (\$49,000.00) Dollars for the year he/she will contribute Two Hundred Forty-Five (\$245.00) Dollars (½% x \$49,000.00), but if the total earnings are Fifty One Thousand (\$51,000.00) Dollars, the total contribution will be Five Hundred Ten (\$510.00) Dollars (1% x \$51,000.00). It is also acknowledged that all employees covered by this Agreement will be required to make minimum contributions toward the cost of health benefits pursuant to P.L. 2010, Ch. 2, as may be amended from time to time ("State Law"). Accordingly, the employees covered by this Agreement shall be required to continue to make contributions toward health benefits equal to the greater of the amount required under this Paragraph I or the amount

required by State Law.

## ARTICLE 10

### SICK LEAVE, DISABILITY LEAVE & BEREAVEMENT LEAVE

#### A. Service Credit for Sick Leave.

1. All permanent employees, full time temporary or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family as defined in Paragraph A.3 of this Article 10.

3. In the event of a serious illness, including childbirth, in the immediate family as defined in this paragraph, employees shall be allowed to use accumulated sick time in order to attend to his responsibilities towards his family. Immediate family, for purposes of this Article, shall be defined as husband, wife, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grand-children, sister-in-law and brother-in-law.

4. Sick leave shall not include any extended period of time where the employee serves as nurse or housekeeper during a period of illness.

5. Disability leave shall be provided in accordance with N.J.S.A. 11:24A-4.

6. Work related injuries. Employees shall receive full salary and benefits during time off from work to recover from on-the-job injuries that qualify for workers' compensation payments. No deduction shall be made from the employee's sick or other leave balances for such time off. To qualify for and partially compensate the City for extending this one hundred percent (100%) pay benefit, employees shall endorse all workers' compensation payments (approximately seventy percent (70%) of salary) over to the City. Time off taken in connection with injuries or sicknesses that do not qualify for workers' compensation payments shall be deducted from the employee's sick leave balance.

#### B. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment after initial appointment and fifteen (15) working days in every calendar year thereafter. Part time permanent employees shall be entitled to sick leave as established by regulation. Sick leave will be prorated and credited for the months of actual service during the last year of employment.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of employment.

**C. Reporting of Absence on Sick Leave.**

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notices must be made prior to the employee's starting time. In such event, the employee shall notify the Police Department at least one half (1/2) hour prior to the commencement of his usual starting time.

**D. Verification of Sick Leave.**

1. An employee absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness when, in the opinion of the chief executive of the City or a designated representative, the use of sick leave appears to be excessive or must be substantiated.

(a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less in which cases only one (1) certificate shall be necessary for a period of six (6) months.

(b) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. In case of death in the immediate family, reasonable proof shall be required.

4. The City may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the City, by a physician designated by the City. Such examination shall establish whether the employee is capable of performing his normal duties and his return will not jeopardize the health of other employees.

**E. Bereavement Leave.**

All employees covered by this Agreement shall be allowed up to a maximum of three (3) days) leave without loss of pay in the event of death of husband, wife, child, mother, father, brother, sister, step-mother, step-father, mother-in-law, father-in-law, grandmother, grandfather,

grandchildren, and shall be allowed one day to attend the funeral of brother-in-law, sister-in-law, aunt, uncle, niece, and nephew and without loss of pay. Any employee may request leave on the occasion of death of close personal friends not listed above for prior approval of the employee's department head and chief executive of the City or a designated representative, who shall not unreasonably deny appropriate leave.

**E. Buy Back of Sick Leave Upon Retirement**

All employees covered by this Agreement shall be eligible for the following upon retirement and verification of the personnel record at that time:

1. Twenty-five (25) or more years of service - fifty (50%) percent: (i.e. one (1) day for every two accumulated days.)
2. Under twenty-five (25) years of service - twenty five (25%) percent: (i.e. one (1) day for every four (4) accumulated days upon retirement.)
3. Under no circumstances shall the total exceed Fifteen Thousand (\$15,000.00) Dollars.

G. Sick leave balances will be provided to employees regularly with their paychecks. It shall be each employee's responsibility to report any discrepancies in the number of hours shown.

H. The City may, by mutual consent with any employee covered by the terms of this Agreement, pay the value of any sick, vacation, or personal day or days, which days shall be worked and deducted from the unused balance of said leave. Subject to annual budget appropriations, any such offer by the City to pay the value of any sick, vacation, or personal days shall be made equally to all employees.

I. Sick, vacation and personal leave entitlement for the entire year shall be credited to each employee at the beginning of each calendar year in anticipation of continued employment. In the event an employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the City shall recover the pro-rated value of said leave and any employee who utilizes more leave than is earned shall be required to reimburse the City for the value of the used, but unearned, leave.

J. Sick leave may be used on hourly increments subject to approval of the employee's department head.

K. Employees shall be eligible to participate in the donated leave program pursuant to the specific requirements, terms and conditions set forth in civil service regulations, N.J.A.C. 4A:6-1.22.

**ARTICLE 11**  
**SALARIES & COMPENSATION**

**A. Date of Hire and Anniversary Date.**

1. For employees hired before January 1, 2001, their anniversary date for the purpose of salary shall be January 1st for hires through July 1<sup>st</sup>, and those hired after July 1<sup>st</sup>, their anniversary date shall be January 1st of the following year. Employees hired after December 31, 2000, and before January 1, 2005, shall have their first salary increase, effective January 1 of the year following their hire, pro-rated based upon the percentage of the previous year worked. The pro-rated percentage will be calculated by determining the number of full months worked through December 31, and dividing it by 12, giving the pro-rated number. The contractual increase percentage will then be multiplied by this pro-rated number to determine the employee's percentage of increase for their first year. Full contractual percentage increases will be provided each year thereafter. Employees hired after January 1, 2005, will receive full contractual increases on their anniversary date of hire.

2. All employees hired before January 1, 2009, shall be entitled to full contractual raises as listed in Paragraph 11.C. Employees hired on or after January 1, 2009 shall receive contractual raises as follows:

a. if the date of hire is between January 1<sup>st</sup> and June 30<sup>th</sup>, the employee will receive a full contractual raise effective on the next January 1<sup>st</sup> following the initial date of hire;

b. if the date of hire is between July 1<sup>st</sup> and December 31<sup>st</sup>, the employee will receive a contractual raise effective on the next July 1<sup>st</sup> following the initial year of hire;

c. all subsequent raises will be in accordance with Paragraph 11.C.

**B. Out of Title Pay.**

Any employee who works out of title in a higher paying title shall be compensated based on the difference between the starting salary of the from - to title, attached hereto as Appendix C, or the contractual increase in effect for the working period year, whichever is greater, provided such assignment is for a continuous period of more than ten (10) working days. The pay at the higher range shall commence on the eleventh (11th) day. Any employee so assigned for ten (10) days shall thereafter not be removed from said higher paying position for the sole purpose of avoiding the extra compensation.

**C. Contractual Raises.**

1. Retroactive to January 1, 2013 and payable after this Agreement is approved by a resolution of the City Council and ratified by the Union, and executed by both parties, the employees shall receive an annual increase to base wages based on the Range Guide attached hereto as Appendix C. In furtherance thereof, all current employees will be placed on the Range Guide at their current range based upon their job title as of December 31, 2012 at the salary that is closest to the base salary earned in 2012, provided that it is not lower than the 2012 base salary. If the closest base salary is lower than

the 2012 base salary, they shall be placed at the next higher step at the same range. For each year of this Agreement, beginning on January 1, 2013, the employees shall advance to the next step in progression until they reach the highest step for their range.

2. Notwithstanding the Range Guide, when an employee is earning a base salary of \$40,000.00 or more at the end of any year during the term of this Agreement, his or her base salary for the following year shall be the amount earned in the preceding calendar year increased by 2% and then by \$250.00. By way of example, if an employee earns a base salary of \$45,000 on December 31, 2013, the base salary for 2014 shall be \$46,150.00  $[(\$45,000.00 \times 1.02) + \$250.00]$ , and base salary shall no longer be determined by the Range Guide.

**D. Minimum and Starting Salaries.**

Minimum starting (hiring) salaries shall be as determined by the Range Guide shown in Appendix C.

**E. Promotional Raises.**

1. When an employee is promoted, he or she shall advance to the range to which he or she is promoted and shall be placed at the same step as the range from which he or she is promoted; provided, however, that a promotion on January 1 will also advance to the next step on the Range Guide.

2. When an employee has a lateral change in title within the same Range, he or she shall move to the next step on the Range that has a base salary increase that is closest to (but not less than) \$1,500.00.

3. Notwithstanding Paragraph E.1., if promotional increases based on the above are less the amounts set forth in the table set forth in Paragraph E.4. ("Promotional Table"), the employee shall be placed on the Range Guide at the base salary that is closest to the base salary earned in the year of the promotion plus the amount in the Promotional Table; provided that it is higher than such sum, and if lower, he or she will be placed at the next higher step. For employees at the highest step, the base salary as a result of said promotion shall be at the greater of the base salary at the highest step at the range to which he or she is promoted or the base salary at the previous range plus the amount in the Promotional Table.

4. Also notwithstanding Paragraphs E.1. and E.2., for employees that are earning more than \$40,000.00 in base salary at the time of the promotion, the promotional increase shall be the greater of the difference between starting salaries for each range or the amount set forth in the Promotional Table.

**5. Promotional Table.**

<u>Range</u>	<u>Increase</u>
1 to 2	\$2,000.00
2 to 3	\$2,000.00
3 to 4	\$2,500.00

4 to 5	\$3,000.00
5 to 6	\$3,500.00

For employees being promoted by more than one grade, the increase in the above table shall be at the amount in the highest grade. For example, if an employee is promoted from grade 1 to grade 4, the increase will be the greater of the difference in the starting salaries or \$2,500.00.

## ARTICLE 12 LONGEVITY

A. For employees hired prior to January 1, 2010, in addition to salary, employees shall receive longevity pay to be computed at two (2%) percent of the employee's base salary for every five (5) years of completed service, to the maximum of ten (10%) percent. Longevity pay shall be computed from the original date of employment. The anniversary date for this purpose shall be January 1 for hirees through July 1, and for those hired after July 1, anniversary date shall be January 1 of the following year.

B. For employees hired on or after January 1, 2010, in addition to salary, employees shall receive longevity pay based on the following schedule:

Years of Service	Percentage
1-5	0%
6-10	1.5%
11-15	3%
16-20	4%
21-25	5%
Over 25	6%

## ARTICLE 13 SHIFT DIFFERENTIAL

When an employee is required to work a schedule or a special shift other than the normal working week as set forth in Article 6, a shift differential equal to five (5%) percent over the employee's base salary shall be paid by the City. This provision specifically does not apply to hours worked pursuant to a voluntary or seasonal schedule.

## ARTICLE 14 FAMILY LEAVE

Leave without pay to provide care as the result of the birth or adoption of a child or a serious health condition of a family member shall be available to eligible employees pursuant to applicable provisions of the New Jersey Family Leave Act (N.J.S.A.34:11B-1, et.seq.).

## **ARTICLE 15 BULLETIN BOARD**

A. One bulletin board shall be made available by the City at each of the following locations: Water & Sewer Department and Public Works yard. These bulletin boards may be utilized by the Union for the purpose of posting Union announcements and other information of a non-controversial nature. The chief executive of the City or a designated representative may have removed from the bulletin board any material that does not conform with the intent and provision of this Article.

B. The City agrees to post notices of all job openings on officially designated bulletin boards at least ten (10) working days prior to the date for filling of said openings.

## **ARTICLE 16 WORK RULES**

The City will adopt or post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this Agreement and further provided that the Union shall have the right to grieve within ten days after the same are posted or disseminated and/or a copy sent to the Union. Work rules are to be dated and signed by the issuing authority.

## **ARTICLE 17 NO STRIKE PLEDGE**

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the grievance procedure contained in Section 3.

C. The Union will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

## **ARTICLE 18 NON DISCRIMINATION**

A. There shall be no discrimination by the City or the Union against an employee on account of race, color, creed, sex, national origin or handicap.

B. There shall be no discrimination, interference, restraint or coercion by the City or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employee on behalf of the Union. The Union, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Union and shall not solicit membership in the Union or the payment of dues during working time.

## **ARTICLE 19 WORKING CONDITIONS**

A. The City is to provide lunch room facilities for employees.

B. The City shall provide protective gloves for any work that may be damaging to an employee's hands. The City shall also provide any other protective equipment that may be needed along with wet weather gear. In addition to other benefits contained in this Article, each employee shall be paid seven hundred and fifty (\$750.00) dollars each year, for the purchase and maintenance, including cleaning of uniforms and protective work shoes or boots. The City will replace work clothes that have been damaged in the line of work. If at any time it is determined by the Department Head and/or chief executive of the City or a designated representative that an employee is not maintaining his uniform in proper condition, then said employee shall be required to purchase the items of clothing and protective work shoes or boots at the employee's cost. Should there be loss or damage of or to uniforms through negligence of an employee, then the employee shall replace those items at the employee's cost. The entire annual clothing allowance will be paid within thirty (30) days of the adoption of the annual City budget.

C. It shall be the responsibility of each employee to report any defective vehicles or equipment to the supervisor or chief executive of the City or a designated representative. If in the opinion of the supervisor and the chief executive of the City or a designated representative, the vehicle or equipment is unsafe, it shall then be removed from service until repaired.

D. The City shall provide proper locker and toilet facilities at the public works garage situated on Canning House Lane.

E. The City agrees to meet at least quarterly with representatives of the Union to discuss matters of mutual concern. Meetings will be scheduled by the chief executive of the City or a designated representative.

F. In recognition of the additional responsibility and cost of qualifying for and maintaining the "Commercial Driver's License"(CDL) as required by the State of New Jersey, the City shall annually pay in the first pay period in December, each employee who continuously

maintained a CDL for the previous twelve (12) months the sum of Five Hundred Fifty (\$550.00) Dollars. This benefit shall not be pro-rated on any basis.

## **ARTICLE 20 DEDUCTIONS FROM SALARY**

A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Union. In addition, the City agrees to deduct from the salaries of its employees subject to this Agreement but not members of the Union a representation fee in lieu of dues for services rendered by the majority representative, in an amount equal to eighty five (85%) percent of the regular membership dues, fees and assessments paid by members of the Union, less the cost of benefits financed through the dues and assessments and available to and benefiting only members of the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws 1967, N.J.S.A. (R.S.) 52:14-15.9 (E) as amended. Said monies together with records of any corrections shall be transmitted to the Union office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the City written notice prior to the effective date of such change and such notification shall be signed by the President and Secretary of the Local Union.

C. The Union shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability, which may arise by reason of any deductions and remitting the same to the Association pursuant to this Article.

## **ARTICLE 21 SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE 22 PROBATIONARY PERIOD**

Every person hired or appointed shall be deemed to be a temporary employee and on probation in the position to which he is hired or appointed for a period of three (3) months. Prior to his completion of the probationary period, the employee shall be evaluated by the Chief Executive of the City or a designated representative and department supervisor to determine whether he shall be granted permanent status or dismissed.

**ARTICLE 23**  
**FULLY BARGAINED PROVISIONS**

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been subject of negotiations.

B. While neither party shall be required to negotiate or reopen any matter that is or could have been included herein during the term of this Agreement, the parties may, by mutual consent set forth in writing, discuss and revise the Range and Step Guide, attached hereto as Appendix C. Any such revision that may be proposed shall have no effect unless it is ratified by both parties in the same manner by which this Agreement has been ratified. The intent and purpose of this paragraph is to give the parties opportunity to review and revise salary ranges and steps to keep them competitive and current.

**ARTICLE 24**  
**TERM AND RENEWAL**

This Agreement shall be in full force and effect as of January 1, 2013, and shall remain in effect to and including December 31, 2016, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing according to P.E.R.C. recommendations (each party shall give to the other whatever notice may be required under N.J.A.C. 19:12-2.1 - 19:12-3.1 - 19:12-4.1).

**ARTICLE 25**  
**STIPENDS**

The terms and conditions of that certain Stipend Agreement dated March 18, 2008, attached hereto as Appendix D, are hereby incorporated herein by reference.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals at Cape May, New Jersey on this 3rd day of September 2014.

LOCAL 2327  
UNITED AUTO WORKERS  
AFL-CIO

CITY OF CAPE MAY  
CAPE MAY COUNTY, NEW JERSEY

BY: Sandra J. Yule  
Joseph R. McNeil

BY: Dr. Edward J. Mahaney, Jr.

Dr. Edward J. Mahaney, Jr., Mayor

ATTEST: \_\_\_\_\_

ATTEST: Louise Cummiskey

Louise Cummiskey, Clerk

DATE: \_\_\_\_\_

DATE: 9/3/2014

**APPENDIX "A"**  
**BEACH CLEANING SCHEDULE**

**SEASONAL SCHEDULE**

Beginning mid-May and ending mid-September of each year, the following seven day per week job assignments are scheduled for full-time permanent employees:

Beach Cleaning Equipment Operators	8:00 P.M. to 4:00 A.M.
Street Sweeping Equipment Operator	6:00 A.M. to 2:00 P.M.
Trash Collection Driver	6:00 A.M. to 2:00 P.M.

# APPENDIX "B"

## 2013-2016 FLEX CARE MEDICAL OPTIONS

	Employee Only	Employee & Dependents
FLEX CARE BENEFITS	\$1,550.00	\$2,450.00
VISION CARE	\$	\$
PRESCRIPTIONS	\$	\$
DENTAL CARE	\$	\$
HEALTH CARE CONTRIBUTIONS	\$	\$
ALTERNATIVE STATE HEALTH BENEFIT OPTION	\$	\$
DR. PRESCRIBED HEALTH AIDES	\$	\$
DEDUCTIBLE RESERVE	\$	\$
20% CO-PAY RESERVE	\$	\$
HEALTH CLUB MEMBERSHIPS	\$	\$
OTHER HEALTH CARE RELATED ITEMS APPROVED BY CITY	\$	\$

.....  
 Employees are required to select the dollar amounts for each Flex Care Option each December for the next following calendar year. Dollar amounts selected will be locked in as of the first business day of each year. Employees will be required to submit paid bills for reimbursement. Flex Care reimbursements will be made through and in conjunction with the issuance of regularly scheduled payroll. Any unused benefits will terminate at the close of the year. Employees who elect to "cash out" are not entitled to Flex Care benefits.  
 .....

AUTHORIZATION: \_\_\_\_\_ DATE: \_\_\_\_\_  
 I understand and authorize my Flex Care Medical Options selected above.

# APPENDIX "C"

## Salary Range Guide

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range 1	\$22,294										
Laborer	2012	\$22,694	\$23,094	\$23,494	\$23,894	\$24,294	\$24,694	\$25,094	\$25,494	\$25,894	\$26,294
	2013	\$23,094	\$23,494	\$23,894	\$24,294	\$24,694	\$25,094	\$25,494	\$25,894	\$26,294	\$26,694
	2014	\$23,544	\$23,944	\$24,344	\$24,744	\$25,144	\$25,544	\$25,944	\$26,344	\$26,744	\$27,144
	2015	\$24,044	\$24,444	\$24,844	\$25,244	\$25,644	\$26,044	\$26,444	\$26,844	\$27,244	\$27,644
	2016	\$24,594	\$24,944	\$25,394	\$25,794	\$26,194	\$26,594	\$26,994	\$27,394	\$27,794	\$28,194
Range 2	\$24,005										
Water Meter Reader	2012	\$24,405	\$24,805	\$25,205	\$25,605	\$26,005	\$26,405	\$26,805	\$27,205	\$27,605	\$28,005
Water Meter Repairer	2013	\$24,805	\$25,205	\$25,605	\$26,005	\$26,405	\$26,805	\$27,205	\$27,605	\$28,005	\$28,405
	2014	\$25,255	\$25,655	\$26,055	\$26,455	\$26,855	\$27,255	\$27,655	\$28,055	\$28,455	\$28,855
	2015	\$25,755	\$26,155	\$26,555	\$26,955	\$27,355	\$27,755	\$28,155	\$28,555	\$28,955	\$29,355
	2016	\$26,305	\$26,705	\$27,105	\$27,505	\$27,905	\$28,305	\$28,705	\$19,105	\$29,505	\$29,905
Range 3	\$26,469										
Motor Broom Driver	2012	\$26,869	\$27,269	\$27,669	\$28,069	\$28,469	\$28,869	\$29,269	\$29,669	\$30,069	\$30,469
Traffic Maint Worker	2013	\$27,269	\$27,669	\$28,069	\$28,469	\$28,869	\$29,269	\$29,669	\$30,069	\$30,469	\$30,869
	2014	\$27,719	\$28,119	\$28,519	\$28,919	\$29,319	\$29,719	\$30,119	\$30,519	\$30,919	\$31,319
	2015	\$28,219	\$28,619	\$29,019	\$29,419	\$28,819	\$30,219	\$30,619	\$31,019	\$31,419	\$31,819
	2016	\$28,769	\$29,169	\$29,569	\$29,969	\$30,369	\$30,769	\$31,169	\$31,569	\$31,969	\$32,369
Range 4	\$30,469										
Carpenter	2012	\$30,869	\$31,269	\$31,669	\$32,069	\$32,469	\$32,869	\$33,269	\$33,669	\$34,069	\$34,469
Equip Oper	2013	\$31,269	\$31,669	\$32,069	\$32,469	\$32,869	\$33,269	\$33,669	\$34,069	\$34,469	\$34,869
Mechanic	2014	\$31,719	\$32,119	\$32,519	\$32,919	\$33,319	\$33,719	\$34,119	\$34,519	\$34,919	\$35,319
Painter	2015	\$32,219	\$32,619	\$33,019	\$33,419	\$33,819	\$34,219	\$34,619	\$35,019	\$35,419	\$35,819
Plumber	2016	\$32,769	\$33,169	\$33,569	\$33,969	\$34,369	\$33,769	\$35,169	\$35,569	\$35,969	\$36,369
PW Repairer											
S/W Repairer											
S/W Equip Oper											

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range 5	\$32,042										
Diesel Mechanic	2012	\$32,442	\$32,842	\$33,242	\$33,642	\$34,042	\$34,442	\$34,842	\$35,242	\$35,642	\$36,042
Sr. Plumber	2013	\$32,842	\$33,242	\$33,642	\$34,042	\$34,442	\$34,842	\$35,242	\$35,642	\$36,042	\$36,442
Sr. Carpenter	2014	\$33,292	\$33,692	\$34,092	\$34,492	\$34,892	\$35,292	\$35,692	\$36,092	\$36,492	\$36,892
Sr. Equip Oper	2015	\$33,792	\$34,192	\$34,592	\$34,992	\$35,392	\$35,792	\$36,192	\$36,592	\$36,992	\$37,392
Sr. Mechanic	2016	\$34,342	\$34,742	\$35,142	\$35,542	\$35,942	\$36,342	\$36,742	\$37,142	\$37,542	\$37,942
Sr. PW Repairer											
Sr. S/W Repairer											
Sr. Traffic Maint Worker											
Sr. Water Meter Reader											
Plant Operator											
Range 6	\$34,827										
Asst Suprv Carpenter	2012	\$35,227	\$35,627	\$36,027	\$36,427	\$36,827	\$37,227	\$37,627	\$38,027	\$38,427	\$38,827
Asst Suprv PW	2013	\$35,627	\$36,027	\$36,427	\$36,827	\$37,227	\$37,627	\$38,027	\$38,427	\$38,827	\$39,227
Asst Suprv Bldg Ser	2014	\$36,077	\$36,477	\$36,877	\$37,277	\$37,677	\$38,077	\$38,477	\$38,877	\$39,277	\$39,677
Asst Suprv Traffic	2015	\$36,577	\$36,977	\$37,377	\$37,777	\$38,177	\$38,577	\$38,977	\$39,377	\$39,777	\$40,177
Suprv Equip Oper	2016	\$37,127	\$37,527	\$37,927	\$38,327	\$38,727	\$39,127	\$39,527	\$39,927	\$40,327	\$40,727

**APPENDIX "D"**  
**STIPEND AGREEMENT**

## AGREEMENT

THIS AGREEMENT ("Agreement") is hereby entered into this 18<sup>TH</sup> day of MARCH, 2008, by and between the CITY OF CAPE MAY, a municipal corporation of New Jersey (hereinafter referred to as "City" or the "Employer"), and the UNITED AUTO WORKERS AFL-CIO Local 2327 (hereinafter referred to as "UAW" or the "Union") the City and the UAW may hereinafter be collectively referred to as the "Parties".

### WITNESSETH:

WHEREAS, the UAW is the representative of certain collective bargaining units whose members are employees of the City; and

WHEREAS, the City and the UAW are parties to the following collective bargaining agreements defining the terms and conditions of employment: City of Cape May Upper Management/Professional Employees, dated January 1, 2005 through December 31, 2008; City of Cape May, New Jersey and White Collar Clerical and Communications Employees, dated January 1, 2005 through December 31, 2008; City of Cape May, New Jersey and Public Works and Water and Sewer Employees, dated January 1, 2005 through December 31, 2008; City of Cape May, New Jersey and Middle Managers/Professional Employees, dated January 1, 2005 through December 31, 2008; City of Cape May, New Jersey and the Lieutenant Lifeguards Association, dated January 1, 2003 through December 31, 2006; City of Cape May, New Jersey and the Lifeguards Association dated January 1, 2003 through December 31, 2006, together with amended and superseded by successor agreements (collectively referred to as the "Collective Bargaining Agreements"); and

WHEREAS, the City desires to remunerate certain employees by payment of Stipends more fully defined below, who are members of the UAW and subject to the terms and conditions of the Collective Bargaining Agreements for work performed in addition to their regular job responsibilities as those responsibilities are defined by their respective Collective Bargaining Agreements and applicable New Jersey Department of Personnel job descriptions; and

WHEREAS, a dispute has arisen concerning the unilateral implementation of stipends above the wage rates set forth in the various Collective Bargaining Agreements; and

WHEREAS, the City and the UAW desire to permit such Stipends and to fully settle and resolve the dispute in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing paragraphs, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recital Paragraphs. The above recital paragraphs are incorporated herein as if set forth at length.

2. Existing Collective Bargaining Agreements. All terms and conditions set forth in the Collective Bargaining Agreements shall continue in full force and effect and unmodified hereby. To the extent that there are any inconsistencies between the terms of this Agreement and the terms of the Collective Bargaining Agreements, the terms of this Agreement shall apply, unless modified pursuant to Paragraph 7 below.

3. Stipend. Stipends, in the form of compensation which, for the purposes of distribution to the employee, shall be included in the employee's salary, and subject to payroll and pension deductions, where applicable, may be paid to such employees who are subject to the Collective Bargaining Agreements, for the performance of certain duties and responsibilities in addition to those for which they are compensated in accordance with the relevant provisions of their respective Collective Bargaining Agreement as follows:

(a). For the performance of duties or responsibilities, which may be the same or similar duties or responsibilities performed by the employee for the City, resulting from or in connection with a duly enacted Interlocal Service Agreement in accordance with the Interlocal Services Act, N.J.S.A. 40:8A-1, et seq., which authorizes agreements between municipalities for the provision of services by one municipality for another; and

(b). For the performance of duties and responsibilities unrelated to, or in addition to those duties and responsibilities required by the employee's respective Collective Bargaining Agreement and applicable New Jersey Department of Personnel job description, or those duties and responsibilities that are in addition to or unrelated to the employee's regularly performed duties and responsibilities, as defined by the City.

(c). All stipends currently in effect prior to the effective date of this Agreement shall be deemed agreed to by the parties and shall not be altered except as provided for herein.

(d). If the additional duties or responsibilities pertaining to a Stipend cease and the employee in question is no longer required to perform such additional duties or responsibilities, the City may cease payment of the Stipend.

(e). If the additional duties or responsibilities pertaining to a Stipend become the responsibility of another employee, that other employee will receive the Stipend for such additional work, and the original employee shall no longer receive the Stipend once he or she no longer performs the work associated with the Stipend. The City may only reassign Stipends with thirty (30) days advance notice to the Union, and may not use such reassignment to retaliate against any employee.

(f). If the City requires the work of additional duties or responsibilities to be performed, the City shall notify the Union of its desire to impose such additional duties or responsibilities on employees and the amount of the Stipend it proposes to pay in exchange for

such additional work. Upon receipt of such notice the Union may demand bargaining over the value of the additional work and the amount of the Stipend. Upon receipt of such a bargaining demand the City agrees that it will meet and bargain in good faith with the Union.

4. Intent. The UAW and the City acknowledge and agree that the intent of this Agreement is to permit the City to compensate certain employees in accordance with the terms and conditions set forth herein for the performance of those additional duties and responsibilities in connection with the payment of a Stipend as set forth above in Paragraph 3, notwithstanding the terms and conditions of the Collective Bargaining Agreements that pertain to compensation. The UAW further acknowledges and agrees that any Stipend paid to an employee shall not be construed as part of the salary of the employee for the purposes of negotiating salary increases for that employee or any other employee, group of employees or bargaining unit, provided the City complies with the terms of this Agreement. The City acknowledges that it is not the UAW's intention to relinquish its right as the bargaining representative for the purpose of compensation for the performance of additional duties and responsibilities.

5. Unfair Practice Charges. The UAW agrees to withdraw and dismiss, with prejudice, the Unfair Practice Charge and Amended Unfair Practice Charge filed with the New Jersey Public Employees Relations Commission pertaining to the subject matter hereof, under Docket Number CO-2007-180. The UAW further agrees not to file any future unfair practice charges or grievances pertaining to the subject matter hereof, provided that the City complies with the terms of this Agreement.

6. Effect of Invalidity. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, void, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and any said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

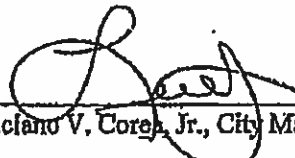
7. No Modifications. This Agreement may not be modified except upon express written consent of both parties wherein specific reference is made to this Agreement. Absent any modification, this Agreement shall be incorporated into and made a part of all Collective Bargaining Agreements between the Parties and the successor agreements thereto and shall be attached to each such agreement when they are printed.

8. Counterparts / Facsimile. This Agreement may be executed in any number of counterparts, including counterparts transmitted by facsimile, which shall constitute an original of this Agreement.


9. Entire Agreement. This Agreement sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof. Any disagreement concerning the interpretation or application of this Agreement shall be subject to the grievance and arbitration procedure set forth in the applicable collective bargaining agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed  
the day and year first above written.

CITY OF CAPE MAY

BY:   
Luciano V. Corea, Jr., City Manager

UNITED AUTO WORKERS AFL-CIO  
Local 2327

BY:   
Fran Smith, President

